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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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THE PRUDENTIAL INSURANCE COMPANY :
OF AMERICA and PRUCO SECURITIES, LLC , :

Plaintiffs, :

Case No.
2:08-cv-4194 (LDW)

vs. :

JOHN H. SPOLETI and NICHOLAS J. TZOUMAS, :

Defendants. :

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STIPULATED PRELIMINARY INJUNCTION

WHEREAS, Plaintiffs, the Prudential Insurance Company of America and Pruco Securities, LLC (together, "Prudential") have commenced an action in this Court seeking to enjoin the Defendants, John H. Spoleti and Nicholas J. Tzoumas from, *inter alia*, soliciting employees or customers of Prudential, pursuant to employment contracts Defendants had executed with Prudential;

WHEREAS, Defendants have denied any wrongdoing;

WHEREAS, on October 21, 2008, this Court issued a temporary restraining order (the "TRO") enjoining the Defendants from, *inter alia*, soliciting employees or customers of Prudential;

WHEREAS, in the TRO, this Court set a hearing date of October 31, 2008 on Prudential's application for a preliminary injunction;

WHEREAS, Prudential has also commenced an arbitration proceeding with FINRA Dispute Resolution, in which Prudential seeks, *inter alia*, permanent injunctive relief against Defendants;

WHEREAS, pursuant to FINRA's procedural rules, an arbitration panel must commence a hearing on Prudential's application for injunctive relief in an expedited manner; and

WHEREAS, the parties seek to avoid the unnecessary expenditure of time and expense and to avoid wasting judicial resources;

NOW THEREFORE, the parties to this action, by their undersigned counsel, stipulate and agree to the entry of this Stipulated Preliminary Injunction.

Accordingly, it is **ORDERED, ADJUDGED and DECREED** that:

1. Defendants and all those acting in concert with them, including but not limited to the directors, officers, employees and agents of their new employer, Mass Mutual, are temporarily enjoined and restrained, directly or indirectly, from:

(a) inducing or attempting to induce or assist any person associated with, or under contract with Prudential, to terminate or otherwise facilitate the termination, by any such person of, his/her relationship with Prudential or induce or attempt to induce any such person to sell or solicit products or services on behalf of any other company which are of the same or similar type of those issued, marketed or sold by Prudential and otherwise facilitate such conduct;

(b) soliciting, directly or indirectly, or selling to or attempting to sell to any person, company, or organization assigned to Defendants or Defendants sold to, serviced or whose name became known to

Defendants or for whom Defendants were named Agent of Record or servicing representative, on any product or service issued, marketed or sold by Prudential in any capacity, including, but not limited to, attempting to induce or assist any such person, company or organization to withdraw values from product/services in force with Prudential for the purpose of entering into any non-Prudential transaction;

(c) using, disclosing or transmitting for any purpose any confidential or proprietary information belonging to or concerning Prudential, its customers or employees, including but not limited to the (i) names, addresses, social security numbers, phone numbers, financial information, investment objectives and account information of Prudential's clients; (ii) the names, salaries, production and other business information regarding Prudential's agents and employees; and (iii) other confidential information, trade secrets and commercially sensitive materials of Prudential; and

(d) using or disclosing Prudential's confidential and proprietary business and customer information to solicit or assist in soliciting, directly or indirectly, Prudential clients for the purpose of inviting, encouraging, or requesting the transfer of any accounts from Prudential.

2. Defendants, and all those acting in concert with them, including but not limited to the directors, officers, employees and agents of Mass Mutual, are further ordered to return to Prudential or its counsel all records, documents and/or business and financial information in whatever form (whether original, copied, computerized or handwritten), pertaining to Prudential's customers, employees and business, within twenty-four hours of notice to Defendants and/or their counsel of the terms of this Order;

3. This Order is binding upon Defendants, their agents, servants, employer, any entity with which they are affiliated, and those in active concert or participation with them who receive actual notice of this Order.

4. This Order shall continue in full force and effect until a duly appointed panel of FINRA arbitrators decides Prudential's claim for permanent injunctive relief.

5. The parties are directed to proceed with arbitration in accordance with Rule 13804 of the FINRA Code of Arbitration Procedure.

6. This Order is without prejudice to the rights, remedies, claims or defenses of any party hereto, and no party hereto shall argue that this Order precludes the making of any substantive argument at the FINRA arbitration.

This Order is issued as of this 23rd day of October, 2008.

IT IS SO ORDERED.

LEONARD D. WEXLER,
JUDGE, UNITED STATES DISTRICT COURT

Dated: Central
Isip, ny
10/28/08

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Attorneys for Defendant Nicholas J. Tzoumas

6. This Order is without prejudice to the rights, remedies, claims or defenses of any party hereto, and no party hereto shall argue that this Order precludes the making of any substantive argument at the FINRA arbitration.

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